

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JAGMOHAN SINGH PREMI,

Plaintiff,

-v-

THE CITY OF NEW YORK, et al.,

Defendants.

09 CV 2348 (FB)(VVP)
**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

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WHEREAS, the plaintiff, Jagmohan Singh Premi, commenced this action by filing a Summons and Complaint in the United States District Court, Eastern District of New York on or about June 2, 2009; and,

WHEREAS, the defendants the City of New York, the New York City Department of Education ("NYCDOE"), Richmond Hill High School ("RHHS"), Mayor Michael R. Bloomberg and Chancellor Joel I. Klein deny any and all liability arising from plaintiff's allegations; and,

WHEREAS, the parties now desire to resolve the issues raised in the Complaint without further proceedings and without admission of fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, and fees in excess of the amount specified in paragraph 2 below.
2. The New York City Department of Education ("NYCDOE") hereby agrees to pay plaintiff the sum of thirty thousand dollars exactly (\$30,000.00) (the "Settlement

Amount”), in full satisfaction of all claims that were raised in the Complaint, or that could have been raised in the Complaint, including any claims for costs, expenses, interest and attorney’s fees.

3. In consideration for the payment of the Settlement Amount, plaintiff and plaintiff’s counsel agree to dismiss and discontinue, with prejudice, all claims in this action against defendants and to release defendants, their successors and assigns, and all present or former officials, employees, representatives and agents of the City of New York (“City”) and the NYCDOE, from any and all liability, claims, and/or rights of action arising from the allegations set forth in the Complaint herein, whether known or unknown, including all claims for costs, expenses and attorney’s fees.

4. Plaintiff and plaintiff’s counsel shall execute and deliver to defendants’ attorneys all documents necessary to effect this settlement, including, without limitation, releases based on the terms set forth in paragraphs 2 and 3 above, and a substitute W-9 form.

5. Nothing contained herein shall be deemed to be an admission by the defendants of any of the plaintiff’s allegations, nor an admission by the defendants that they have in any manner or way violated the rights of plaintiffs, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, charters, by-laws, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York, including the NYCDOE. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation or settlement negotiations except for enforcement of the provisions contained herein.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City or NYCDOE.


7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: March 15, 2010
New York, New York

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By: 
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SO ORDERED:

U.S.D.J.